

**SETTLEMENT AGREEMENT BETWEEN STATE BOARD OF EMBALMERS AND
FUNERAL DIRECTORS AND EVELYN MICHEL
D/B/A HOWARD H. MICHEL FUNERAL HOME FUNERAL HOME,
(Seller License)**

The State Board of Embalmers and Funeral Directors (the "Board") and Evelyn Michel d/b/a Howard H. Michel Funeral Home Funeral Home ("Licensee" or "Michel Funeral") enter into this "Settlement Agreement Between State Board of Embalmers and Funeral Directors and Evelyn Michel d/b/a Howard H. Michel Funeral Home Funeral Home" (the "Settlement Agreement") to resolve the question of whether Michel Funeral's seller license should be subject to discipline and, if so, to agree on the appropriate level of discipline to impose on this license.

Pursuant to the terms of Section 536.060 RSMo¹, the parties hereto waive the right to a hearing by the Administrative Hearing Commission and the right to a disciplinary hearing before the Board per Section 621.110, RSMo, and stipulate and agree to final disposition of this matter by this Settlement Agreement.

Licensee acknowledges that she understands the various rights and privileges afforded to her by law, including the right to a hearing of the charges against her; the right to appear and be represented by legal counsel; the right to have all charges against her proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against her; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against her and, subsequently, the right to a hearing before the Board at which time she may present evidence in mitigation of discipline; and the right to potentially recover attorney's fees incurred in defending this action against her license. Being aware of these rights provided it by operation of law, Licensee knowingly and

¹ All statutory references are to the Revised Statutes of Missouri (2000), as supplemented, unless otherwise indicated. Provisions to portions of Chapter 436, RSMo, that were repealed in 2009 are designated also as "Old Law."

voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document, as they pertain to her.

Licensee acknowledges that she has received a copy of the investigative report and other documents relied upon by the Board in determining there is cause for discipline, along with citations to law and/or regulations the Board believes were violated and that she has been advised of her right to consult with private legal counsel, at her expense, to assist her with this matter. For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Licensee's license is subject to disciplinary action by the Board in accordance with the provisions of Chapters 324, 333, 436, and 621, RSMo.

Relevant Statutes and Regulations

1. Section 333.320, RSMo, requires a seller license and states, in relevant part:

1. No person shall sell, perform, or agree to perform the seller's obligations under, or be designated as the seller of, any preneed contract unless, at the time of the sale, performance, agreement, or designation, such person is licensed by the board as a seller and authorized and registered with the Missouri secretary of state to conduct business in Missouri.

2. Each licensed seller is to designate a manager in charge pursuant to 20 CSR 2120-3.200 that states, in relevant part:

(1) Except as otherwise provided in sections 436.400 to 436.520, RSMo, and any rules validly promulgated pursuant to those sections -- . . .

(C) All sellers shall designate an individual to serve as manager in charge of the seller's business. This individual shall either reside or work within the state of Missouri. The seller shall designate the manager in charge in its initial application for licensure. If the

manager in charge changes, the seller shall provide written notice to the board within thirty (30) days of the change.

3. Section 436.470, RSMo, authorizes financial examinations and requires the cooperation of the licensee and states, in relevant portion:

2. The board shall have authority to conduct inspections and investigations of providers, sellers, and preneed agents and conduct financial examinations of the books and records of providers, sellers, and preneed agents and any trust or joint account to determine compliance with sections 436.400 to 436.520, or to determine whether grounds exist for disciplining a person licensed or registered under sections 333.310 to 333.340, at the discretion of the board and with or without cause. The board shall conduct a financial examination of the books and records of each seller as authorized by this section at least once every five years, subject to available funding.

3. Upon determining that an inspection, investigation, examination, or audit shall be conducted, the board shall issue a notice authorizing an employee or other person appointed by the board to perform such inspection, investigation, examination, or audit. The notice shall instruct the person appointed by the board as to the scope of the inspection, investigation, examination or audit.

4. The board shall not appoint or authorize any person to conduct an inspection, investigation, examination, or audit under this section if the individual has a conflict of interest or is affiliated with the management of, or owns a pecuniary interest in, any person subject to inspection, investigation, examination, or audit under chapter 333 or sections 436.400 to 436.520.

5. The board may request that the director of the division of professional registration, the director of the department of insurance, financial institutions and professional registration, or the office of the attorney general designate one or more investigators or financial examiners to assist in any investigation, examination, or audit, and such assistance shall not be unreasonably withheld.

6. The person conducting the inspection, investigation, or audit may enter the office, premises, establishment, or place of business of any seller or licensed provider of preneed contracts, or any office, premises, establishment, or place where the practice of selling or providing preneed

funerals is conducted, or where such practice is advertised as being conducted for the purpose of conducting the inspection, investigation, examination, or audit.

7. Upon request by the board, a licensee or registrant shall make the books and records of the licensee or registrant available to the board for inspection and copying at any reasonable time, including, any insurance, trust, joint account, or financial institution records deemed necessary by the board to determine compliance with sections 436.400 to 436.520.

* * *

9. All sellers, providers, preneed agents, and trustees shall cooperate with the board or its designee, the division of finance, the department of insurance, financial institutions and professional registration, and the office of the attorney general in any inspection, investigation, examination, or audit brought under this section.

* * *

4. The statutes regulating preneed contracts changed, effective August 28, 2009, but due to the savings clause found in Section 436.412, RSMo, portions of the law from the Revised Statutes of Missouri (2000) (the "Old Law") are relevant to this Settlement Agreement. Section 436.412, RSMo, states:

Each preneed contract made before August 28, 2009, and all payments and disbursements under such contract shall continue to be governed by this chapter as the chapter existed at the time the contract was made. Any licensee or registrant of the board may be disciplined for violation of any provision of sections 436.005 to 436.071* within the applicable statute of limitations. Joint accounts in existence as of August 27, 2009, shall continue to be governed by the provisions of section 436.053, as that section existed on August 27, 2009.

5. Section 436.005, RSMo (2000), set forth definitions for the Old Law and stated, in relevant portion:

(5) "Preneed contract", any contract or other arrangement which requires the current payment of money or other property in consideration for the

final disposition of a dead human body, or for funeral or burial services or facilities, or for funeral merchandise, where such disposition, services, facilities or merchandise are not immediately required, including, but not limited to, an agreement providing for a membership fee or any other fee having as its purpose the furnishing of burial or funeral services or merchandise at a discount, except for contracts of insurance, including payment of proceeds from contracts of insurance, unless the preneed seller or provider is named as the owner or beneficiary in the contract of insurance:

6. Section 436.007, RSMo (2000), of the Old Law stated, in relevant portion:

1. Each preneed contract made after August 13, 1982, shall be void and unenforceable unless:

- (1) It is in writing;
- (2) It is executed by a seller who is in compliance with the provisions of section 436.021;
- (3) It identifies the contract beneficiary and sets out in detail the final disposition of the dead body and funeral services, facilities, and merchandise to be provided;
- (4) It identifies the preneed trust into which contract payments shall be deposited, including the name and address of the trustee thereof;
- (5) The terms of such trust and related agreements among two or more of the contract seller, the contract provider, and the trustee of such trust are in compliance with the provisions of sections 436.005 to 436.071;
- (6) It contains the name and address of the seller and the provider.

* * *

7. Section 436.021.2(1), RSMo (2000) of the Old Law required the seller to maintain records related to preneed contracts and stated, in relevant part:

2. Each seller under one or more preneed contracts shall:

- (1) Maintain adequate records of all such contracts and related agreements with providers and the trustee of preneed trusts regarding such contracts, including copies of all such agreements;

8. Section 436.053, RSMo (2000) of the Old Law stated:

Notwithstanding the provisions of sections 436.021 to 436.048, the provider and the purchaser may agree that all funds paid the provider by

the purchaser shall be deposited with financial institutions chartered and regulated by the federal or state government authorized to do business in Missouri in an account in the joint names and under the joint control of the provider and purchaser. If the purchaser has irrevocably waived and renounced his right to cancel the agreement between the provider and the purchaser pursuant to subdivision (5) of this sub-section, such agreement may provide that all funds held in the account at the beneficiary's death shall be applied toward the purchase of funeral or burial services or facilities, or funeral merchandise, selected by the purchaser or the responsible party after the beneficiary's death....

9. Section 436.430, RSMo, states, in relevant part:

1. A trust-funded guaranteed preneed contract shall comply with sections 436.400 to 436.520 and the specific requirements of this section.

2. A seller must deposit all payments received on a preneed contract into the designated preneed trust within sixty days of receipt of the funds by the seller, the preneed sales agent or designee. A seller may not require the consumer to pay any fees or other charges except as authorized by the provisions of chapter 333 and this chapter or other state or federal law.

3. A seller may request the trustee to distribute to the seller an amount up to the first five percent of the total amount of any preneed contract as an origination fee. The seller may make this request at any time after five percent of the total amount of the preneed contract has been deposited into the trust. The trustee shall make this distribution to the seller within fifteen days of the receipt of the request.

4. In addition to the origination fee, the trustee may distribute to the seller an amount up to ten percent of the face value of the contract on a preneed contract at any time after the consumer payment has been deposited into the trust. The seller may make written request for this distribution and the trustee shall make this distribution to the seller within fifteen days of the receipt of the request or as may be provided in any written agreement between the seller and the trustee.

5. The trustee of a preneed trust shall be a state- or federally-chartered financial institution authorized to exercise trust powers in Missouri. The trustee shall accept all deposits made to it for a preneed contract and shall hold, administer, and distribute such deposits, in trust, as trust principal, under sections 436.400 to 436.520.

6. The financial institution referenced herein may neither control, be controlled by, nor be under common control with the seller or preneed agent. The terms "control", "controlled by" and "under common control with" means the direct or indirect possession of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract other than a commercial contract for goods or nonmanagement services, or otherwise, unless the power is the result of an official position with or corporate office held by the person. Control shall be presumed to exist if any person, directly or indirectly, owns, controls, holds with the power to vote, or holds proxies representing ten percent or more of the voting securities. This presumption may be rebutted by a showing to the board that control does not in fact exist.

7. Payments regarding two or more preneed contracts may be deposited into and commingled in the same preneed trust, so long as the trustee maintains adequate records that individually and separately identify the payments, earnings, and distributions for each preneed contract.

8. Within a reasonable time after accepting a trusteeship or receiving trust assets, a trustee shall review the trust assets and make and implement decisions concerning the retention and disposition of assets in order to bring the trust portfolio into compliance with the purposes, terms, distribution requirements, other circumstances of the trust, and all other requirements of sections 436.400 to 436.520.

9. All expenses of establishing and administering a preneed trust, including trustee's fees, legal and accounting fees, investment expenses, and taxes may be paid from income generated from the investment of the trust assets. Principal of the trust shall not be used to pay the costs of administration. If the income of the trust is insufficient to pay the costs of administration, those costs shall be paid as per the written agreements between the seller, provider and the trustee.

10. The seller and provider of a trust-funded guaranteed preneed contract shall be entitled to all income, including, but not limited to, interest, dividends, capital gains, and losses generated by the investment of preneed trust property regarding such contract as stipulated in the contract between the seller and provider. Income of the trust, excluding expenses allowed under this subsection, shall accrue through the life of the trust, except in instances when a contract is cancelled. The trustee of the trust may distribute market value of all income, net of losses, to the seller upon, but not before, the final disposition of the beneficiary and provision of the funeral and burial services and facilities, and merchandise to, or for,

the benefit of the beneficiary. This subsection shall apply to trusts established on or after August 28, 2009.

11. Providers shall request payment by submitting a certificate of performance to the seller certifying that the provider has rendered services under the contract or as requested. The certificate shall be signed by both the provider and the person authorized to make arrangements on behalf of the beneficiary. If there is no written contract between the seller and provider, the provider shall be entitled to the market value of all trust* assets allocable to the preneed contract. Sellers shall remit payment to the provider within sixty days of receiving the certificate of performance.

12. If a seller fails to make timely payment of an amount due a provider under sections 436.400 to 436.520, the provider shall have the right, in addition to other rights and remedies against such seller, to make demand upon the trustee of the preneed trust for the contract to distribute to the provider from the trust all amounts to which the seller would be entitled to receive for the preneed contract.

13. The trustee of a preneed trust, including trusts established before August 28, 2009, shall maintain adequate books and records of all transactions administered over the life of the trust and pertaining to the trust generally. The trustee shall assist the seller who established the trust or its successor in interest in the preparation of the annual report described in section 436.460. The seller shall furnish to each contract purchaser, within thirty days after receipt of the purchaser's written request, a written statement of all deposits made to such trust regarding such purchaser's contract including the principal and interest paid to date.

14. A preneed trust, including trusts established before August 28, 2009, shall terminate when the trust principal no longer includes any payments made under any preneed contract, and upon such termination the trustee shall distribute all trust property, including principal and undistributed income, to the seller which established the trust.

10. Section 436.021, RSMo, (2002) (Old Law) required:

1. No person, including without limitation a person who is a provider under one or more preneed contracts, shall sell, perform or agree to perform the seller's obligations under, or be designated as the seller of, any preneed contract unless, at the time of that sale, performance, agreement, or designation, that person shall:

- (1) Be an individual resident of Missouri or a business entity duly authorized to transact business in Missouri;
- (2) Have established, as a grantor, a preneed trust or trusts with terms consistent with sections 436.005 to 436.071;
- (3) Have registered with the state board.

11. Section 436.031, RSMo, (2002) (Old Law), stated, in relevant part:

1. The trustee of a preneed trust shall be a state or federally chartered financial institution authorized to exercise trust powers in Missouri. The trustee shall accept all deposits made to it by the seller of a preneed contract and shall hold, administer and distribute such deposits, in trust, as trust principal, pursuant to the provisions of sections 436.005 to 436.071. Payments regarding two or more preneed contracts may be deposited into and commingled in the same preneed trust, so long as the trust's grantor is the seller of all such preneed contracts and the trustee maintains adequate records of all payments received.

12. Section 333.330.2, RSMo, authorizes discipline against seller licenses and states, in relevant part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit, or license required by this chapter, or any person who has failed to renew or has surrendered his or her certificate of registration or authority, permit, or license for any one or any combination of the following causes:

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant thereto;

* * *

(14) Violation of any professional trust or confidence;

Joint Stipulation of Facts and Conclusions of Law

The parties agree and stipulate to the following findings of fact and conclusions of law:

Parties and Licenses

13. The Board is an agency of the State of Missouri created and established pursuant to Section 333.151, RSMo, and vested with the authority to execute and enforce the provisions of Chapter 333 and portions of Chapter 436, RSMo.

14. Evelyn Michel is an individual who operates Howard H. Michel Funeral Home as a sole proprietorship and has registered her address with the Board at ^{579.30}~~6930~~ Southwest Avenue, St. Louis, Missouri 63139.

15. Evelyn Michel operates in Missouri under the properly registered fictitious name of Howard H. Michel Funeral Home.

16. Michel Funeral holds seller license number 2009038563. This license was current and active at all times relevant to this Settlement Agreement.

17. Prior to August 28, 2009, Michel Funeral held seller registration number S00673.

18. Evelyn M. Michel serves as the manager in charge for Michel Funeral's seller license.

Conduct Giving Cause for Discipline

19. The Board conducted a routine financial examination of Michel Funeral and the Board's examiner submitted her report to the Board on April 19, 2013 (the "Examination Report").

20. As part of the financial examination, it was determined that the trust holding Michel Funeral's preneed funds was not a preneed trust with a bank as the trustee, but rather was a personal living trust with an individual as the trustee and that the preneed contracts did not list the institution where the funds were to be held.

21. By letter dated July 2, 2013, the Board sent a copy of the Examination Report to the Licensee for response.

22. By letter dated July 23, 2013, Licensee responded to the Examination Report. Kevin Michel responded on behalf of Licensee and explained that he had legal custody over the living trust that the business is held in and that he was attempting to take care of the family business and asked that the Board take no further action on this matter.

23. By letter dated August 30, 2013, the Board reminded Licensee of its need to correct the deficiencies identified in the Examination Report and scheduled Licensee to meet with the Board on September 24, 2013.

24. Licensee appeared before the Board on September 24, 2013 and discussed the deficiencies with the Board.

25. By letter dated October 7, 2013, the Board asked that Licensee correct the deficiencies noted in the Examination Report within six months of October 7, 2013 and to provide the Board with monthly updates.

26. Licensee responded to the Board's letter by letter dated October 15, 2013 in which Kevin Michel stated he would make a good faith effort to resolve the deficiencies.

27. By letter dated November 27, 2013, Kevin Michel reported "No change in the situation at the Howard Michel F.H. for month of November."

28. By letter dated January 28, 2014, Kevin Michel reported they had increased the pre-need fund to \$660 of the required \$7,175.00.

29. By letter dated February 12, 2014, the board notified Licensee that it had not reported any efforts to place the preneed funds into a preneed trust or other statutorily authorized funding source.

30. By letter dated March 6, 2014, Licensee reported they had contacted 2 banks about setting up a preneed trust, but were rejected due to only \$660 available to open the trust.

31. By letter dated March 25, 2014, the Board requested additional information from Licensee and also reminded them of the option of joint accounts as a possible vehicle for holding the preneed funds.

32. By letter dated March 31, 2014, Kevin Michel responded that they had added \$250 to the preneed account which would be enough to pay for the out of pocket expenses for one of the 2 outstanding preneed contracts.

33. Licensee failed to correct the exceptions to its financial examination within the time allotted by the Board.

34. To date, Licensee has reported to the Board that it has only \$910 of the required \$7,175 required to fund its existing 2 preneed contracts and those monies are not held in accordance with the provisions of Chapter 436, RSMo.

Cause to Discipline

35. Michel Funeral has failed to establish a preneed trust as required by Chapters 333 and 436, RSMo.

36. Michel Funeral has failed to safeguard consumer funds paid to it for its preneed contracts.

37. Michel Funeral has failed to establish a proper vehicle to hold the funds of its preneed consumers.

38. The Board has cause to discipline Michel Funeral Funeral's establishment license pursuant to Section 333.330.2, (6), and (14), RSMo.

Jointly Stipulated Disciplinary Order

The parties agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of Sections 333.330 and 621.045.3, RSMo:

39. Licensee's license to practice as an establishment is placed on **PROBATION** for a period of **THREE YEARS** from the effective date of this Settlement Agreement (the "Disciplinary Period"). During the Disciplinary Period, Licensee shall be entitled to practice as an establishment, subject to the following terms and conditions:

Terms and Conditions of the Disciplinary Period

40. Licensee shall comply with the following terms and conditions during the Disciplinary Period:

- a. Licensee shall fully fund its outstanding preneed contracts and such funds shall be held in accordance with the provisions of Chapter 436, RSMo;
- b. Within **TWO YEARS** of the effective date of this Settlement Agreement, Licensee shall have \$7,175.00 held in accordance with the provisions of Chapters 333 and 436, RSMo, to fund its 2 current preneed contracts, as follows:
 - i. By the end of the first year from the effective date of this Settlement Agreement, Licensee shall have at least \$3,588 in a statutorily authorized funding source to fund its preneed contracts;
 - ii. By the end of the second year from the effective date of this Settlement Agreement, Licensee shall have fully funded its outstanding preneed contracts in a statutorily authorized funding source;

- iii. If Licensee provides the services of either of the outstanding preneed contracts, the amount required to fund that preneed contract shall be deemed paid;
- iv. If Licensee sells any portion of its business assets or real estate, Licensee shall use the proceeds from that sale to fully fund the preneed contracts within 30 days of receipt of the proceeds;
- c. Licensee shall keep the Board informed of Licensee's current work and home telephone numbers and addresses. Licensee shall notify the Board in writing within ten (10) business days of any change in this information. If Licensee utilizes e-mail, Licensee shall provide the Board with the current and active e-mail address of its funeral director in charge;
- d. Licensee shall comply with all applicable provisions of Chapters 194, 333 and 436, RSMo, all Board regulations and all federal, state and local laws and regulations related to business operations in the funeral and death care industry including all insurance and security laws applicable to any insurance or annuity used to fund preneed funeral contracts;
- e. Licensee shall engage in no conduct that would give the Board cause to seek authority to discipline from the Administrative Hearing Commission;
- f. Licensee shall meet in person with the Board or any Board representative at any such time and place as required by the Board or its representative upon reasonable notice. Any such meetings shall be at the Board's discretion;
- g. Licensee shall submit written compliance reports to the Board no later than January 1 and July 1 of each year, but no compliance report shall be filed more

than 14 days before it is due. These compliance reports shall contain all other information required by this Settlement Agreement and shall be filed on forms supplied by the Board, if Licensee fails to receive the form from the Board, Licensee shall have the duty to contact the Board to request the form. Licensee shall complete each compliance report truthfully, completely and accurately. In each written report of compliance, Licensee shall provide an update for the Board on its progress in funding its outstanding preneed contracts and also its progress on placing those funds into appropriate accounts.

- h. If Licensee seeks a credit towards the funding of its preneed trust because it has serviced a preneed contract, Licensee shall make a written request for that credit by providing the Board with a copy of the preneed contract at issue and a copy of the written statement of goods and services for the at-need services provided. This request may be made at any time between reporting periods, but if not made before the next written report of compliance is due, shall be included with the next due written report of compliance;
- i. If Licensee sells any portion of its business assets or real estate, Licensee shall, within 30 days of receipt of the sale funds, use those funds to fully fund the preneed trust and shall provide the Board written copies of the sales contract and a copy of the check or other written confirmation from a financial institution of the amount received from the sale of the assets or real estate. This documentation shall be provided to the Board either 30 days from the receipt of the sale or with the next due written report of compliance, whichever date occurs first.

- j. Upon the request by the Board or its representative, Licensee shall immediately submit any and all records requested to show compliance with these terms and conditions;
- k. Licensee shall renew timely all licenses and/or registrations, shall pay timely all fees required for licensure/registration and shall meet all other requirements necessary to maintain all licenses and registrations issued by the Board current and active including not allowing any license to be suspended for failure to comply with any revenue laws of the state; and
- l. Licensee shall accept and cooperate with unannounced visits from the Board, or its representatives, to monitor compliance with the terms and conditions of the Disciplinary Period.

41. The terms of this Settlement Agreement are contractual, legally enforceable and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

42. Upon the expiration of the Disciplinary Period and successful completion of the the Disciplinary Period, Licensee's license shall be fully restored if all other requirements of the law have been satisfied; provided however, that in the event the Board determines that Licensee has violated any term or condition of this Settlement Agreement, the Board may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may impose additional probation, suspend, revoke, or otherwise lawfully discipline Licensee's license.

43. The Board shall enter no order imposing further discipline on Licensee's license without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.

44. If the Board determines that Licensee has violated a term or condition of this Settlement Agreement, and that violation would also be actionable in a proceeding before the Administrative Hearing Commission or in a circuit court, the Board may elect to pursue any lawful remedies or procedures afforded to it and is not bound by this Order in its determination of appropriate legal actions concerning such violation(s).

45. If any alleged violation of this Settlement Agreement occurs during the Disciplinary Period, the Board may choose to conduct a hearing on the alleged violation either during the Disciplinary Period, or as soon thereafter as a hearing can be held, to determine whether a violation of the terms and conditions of the Disciplinary Period occurred and, if so, may impose further discipline on the license of Licensee. The Board has continuing jurisdiction to hold a hearing determine if a violation of the terms and conditions of the Disciplinary Period occurred.

46. Licensee, together with her heirs and assigns and her attorney(s), do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents or attorneys, including any former Board members, employees, agents and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses and compensation, including, but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087 RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement or from the negotiation or execution of its settlement. Licensee acknowledges that

this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

47. Each party agrees to pay all their own expenses and fees incurred as a result of this matter or any ensuing litigation.

48. Licensee understands that she may, either at the time the Settlement Agreement is signed by all parties or within fifteen (15) days thereafter, submit the Settlement Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Licensee's license. If Licensee desires the Administrative Hearing Commission to review this Settlement Agreement, Licensee may submit her request to: Administrative Hearing Commission, Truman State Office Building, P.O. Box 1557, Jefferson City, Missouri 65102.

49. If Licensee requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Licensee's license. If Licensee does not request review by the Administrative Hearing Commission, the Settlement Agreement goes in to effect 15 days after the document is signed by the Executive Director of the Board.

50. This Order of the Board shall be maintained as an open and public record of the Board as provided in Chapters 333, 610 and 324, RSMo.

Licensee

Evelyn Michel
Evelyn Michel 12-15-2014

Board

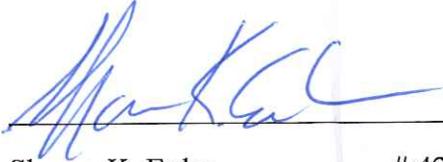
Sandy Sebastian
Sandy Sebastian
Executive Director

State Board of Embalmers and Funeral Directors

Dated: _____

Dated: 1-1-2015

Approved:



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COUNSEL FOR LICENSEE

COUNSEL FOR THE BOARD

EFFECTIVE DATE
1-16-2015
STATE BOARD OF EMBALMERS
AND FUNERAL DIRECTORS